

FAYETTE CO. / AFSCME (ROADS)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

between

Fayette County Secondary Roads

and

**The American Federation of State,
County and Municipal Employees Union
Local 3059**

Effective

July 1, 2006 to June 30, 2008

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**Agreement between Fayette County
And
AFSCME Local 3059**

This Agreement is entered into by and between Fayette County, Iowa (Highway Department) hereinafter referred to as the "Public Employer," and the American Federation of State, County and Municipal Employees Union, hereinafter referred to as the "Union."

**ARTICLE 1
PURPOSE**

- 1.01** The purpose of this Agreement is to establish and maintain harmonious collectively bargaining relations between the Public Employer and the Union, and to provide for peaceful adjustment of any differences, which may arise between them respecting the application of the articles of this Agreement. All employees hereby shall, in good faith, respect the provisions of this Agreement and cooperate with the Public Employer and the Union in the enforcement of the terms hereof.

**ARTICLE 2
RECOGNITION**

- 2.01** The Public Employer agrees to recognize the Union as the exclusive and sole bargaining agent in all matters pertaining to the wages and hours and their conditions of employment for employees of the Department of Secondary Roads as certified by the Iowa State Public Employment Relations Board.

The Public Employer and the Union agree that there shall be no discrimination against any employee because of nationality, age, race, sex, religious affiliation, or union affiliation.

- 2.02** All temporary, part-time and seasonal employees do not at any time become a part of, or party to this Agreement or any provision herein.

**ARTICLE 3
MANAGEMENT'S RIGHTS**

- 3.01** The Public Employer and its Management shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to hire, suspend, discipline, or discharge for cause, direct the work, schedule and/or change working hours, require overtime, change or eliminate methods of work or any equipment, to assign employees their work, to transfer employees, to subcontract any work, to promote employees and demote employees to where deemed advisable, increase or lay-off the working force of public employees, take any other such actions as may be necessary to carry out the mission of the

Public Employer, initiate, prepare, certify, and administer the County budget, and further the County shall exercise all powers and duties granted to it by law.

- 3.02 Public employees, not in the bargaining unit, may perform work on any hourly rated job classification when the work is temporary or emergencies are apparent and/or encountered.

ARTICLE 4 REPRESENTATION

- 4.01 The Public Employer shall recognize as Stewards, only those employees who are officially designated as Stewards, in writing, to the County Engineer.
- 4.02 A representative of their Union, not in the employment of the County, may be given permission, upon request to the County Engineer or his assistant, to visit working location during working hours in order to investigate grievances, and/or inspect working conditions.

ARTICLE 5 SAFETY AND HEALTH

- 5.01 The Public Employer shall continue to make all reasonable provisions for the safety and health of its employees.
- 5.02 Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated and provided by the Public Employer, and the use of such equipment and devices shall be mandatory.
- 5.03 The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale, and good public image.
- 5.04 It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment including but not limited to safety equipment and vehicles used by County employees in the performance of their jobs.
- 5.05 Employees shall not be required to operate any equipment or vehicles deemed by the Public Employer's mechanic to not be in a safe operating condition. No disciplinary action shall be taken against any employee for refusal to operate any equipment or vehicles that are deemed by the P.E. Mechanic to be mechanically unsafe.
- 5.06 Employees operating any equipment or vehicles shall cause a report to be made on any defects or unsafe conditions that exist on any equipment or vehicles they operate. Such equipment maintenance report shall be filled out by the operator of the equipment or vehicle on the form provided by the Public Employer. Employees shall not be required to operate any equipment or vehicles that have

been written on the form as unsafe to operate until the unsafe operation condition has been repaired or corrected by the Public Employer's mechanic.

- 5.07 The Public Employer, once a year, shall reimburse employees in the amount of \$40 towards the purchase of one (1) pair of safety shoes, or towards the purchase of one (1) pair of safety boots, or if the employee chooses, an \$80 bi-annual allowance toward the purchase of one (1) pair of safety shoes/boots. Employees choosing not purchase safety shoes or boots will be provided with steel toe caps to wear over appropriate footwear.
- 5.08 The Public Employer, no sooner than once every twenty-four (24) months, shall provide employees with one (1) pair of safety glasses. The Public Employer agrees to pay the basic cost of the standard pair of safety glasses. In addition, the Public Employer agrees to pay for cost of the grinding for any prescription lens and the cost of the tinting of the lens to photogray. Employees shall be responsible for the use and care of their safety glasses.
- 5.09 Where possible, safety seat belts shall be installed in all County vehicles and the use of the seat belt shall be mandatory.
- 5.10 Any exceptions to any provisions in Article 5 must be authorized, in writing by the County Engineer.
- 5.11 All employees shall be issued a hard hat with liner. The use of the hard hat shall be mandatory when loading and unloading any county vehicles or equipment, including the shop area and quarry. The use of a skullcap by the mechanics is permitted for shop work.
- 5.12 If determined by the Employer that immunization or vaccination is necessary due to pathogen or other exposure, the Employer shall pay for the cost of the vaccination or immunization.

ARTICLE 6

PHYSICAL EXAMINATION

- 6.01 The Public Employer shall have the right, at any time, to require any applicant for employment and any employee during the probationary period to submit to a physical and/or a medical examination by a licensed medical practitioner. The Board of Supervisors shall have the right to approve or disapprove the employment of the applicant on the basis of the physician's report. The cost for said complete physical examination shall be paid by the Public Employer.
- 6.02 The Public Employer shall have the right to require any employee who is thought to be disabled to submit to a physical and/or a medical examination by a licensed medical practitioner for the purpose of determining if the employee is physically fit to perform his normal duties. The cost of this examination shall be paid by the Public Employer. In case of any dispute to the accuracy or findings, the

employee may submit to an examination by a doctor of the employee's choosing and at the employee's expense.

- 6.03 The Public Employer and the Union shall, upon written request to the employee involved, be given a full and complete copy of the results and findings of the examination.

ARTICLE 7

SENIORITY

- 7.01 Seniority rights for all employees shall prevail under this Agreement, unless specifically noted otherwise in this Agreement.
- 7.02 Employees shall acquire regular status and seniority after completing a six (6) month probationary period. Seniority, once the probationary period is completed, will be retroactive to the date of hire and shall be considered that period of continuous employment by an employee commencing with the date of employment. If two or more employees are employed on the same date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.
- 7.03 Temporary employees, those employees employed less than ninety (90) days, Part-time employees, those employees' regularly scheduled to work less than twenty-four (24) hours per week, and summer students, those employees working one hundred-eighty (180) days or less shall not acquire seniority rights, unless the employment extends beyond the above limitation. Seniority rights shall be retroactive to the original date of hire.
- 7.04 Promotions and transfers shall be made only on the basis of employee's qualifications, ability and past performance. If everything is equal, seniority shall prevail. If the employee selected is unable to perform the work within sixty (60) calendar days to the satisfaction of the Public Employer, the employee shall be returned to their former position. Within a sixty (60) calendar day period, an employee may elect to return to their former position.
- 7.05 Employees may remove their names from consideration during the five (5) day posting period, and may decline a position that they put a bid in for.
- 7.06 The seniority of an employee shall be forfeited if, the employee is laid off and not re-employed within six (6) months; or the employee leaves the employment of the Public Employer of his own accord; or the employee is terminated for any cause; or an employee on layoff fails to notify the Public Employer within five (5) days after delivery of notice by mail to the employee whether or not he will return to work; or the employee, after notifying the Public Employer that he will return to work, fails to return to work within ten (10) calendar days from date of delivery of Employer's notice. The Public Employer's notice shall be considered delivered if sent by registered or certified mail to employee's last known address on Employer's records. No laid-off employee may refuse temporary work.

- 7.07 When layoffs are necessary, those employees with the least seniority will be laid off first, provided these employees, determined by the Public Employer that may be retained, are qualified to carry on the work or operation. When employees are re-called to work, those employees having the most ability and seniority shall be recalled first, providing they are the best qualified to perform the required work or operation.
- 7.08 Once every six (6) months, the Union shall be furnished with a seniority list and job classifications showing all employees and their dates of employment for those covered by this Agreement.

ARTICLE 8 JOB DESCRIPTIONS

- 8.01 The Public Employer will prepare and may change, as needed, job descriptions for those job classifications covered by this Agreement.
- 8.02 It is fully understood by the parties that every incidental duty connected with the Public Employer's operations are not always specifically spelled out and employees, at the direction of the Public Employer, may be required to perform duties not within their immediate job description.
- 8.03 In the event that some employees are required to perform duties not specifically spelled out in the job descriptions, effort will be made to assign such employees to related work. However, nothing in this Agreement shall restrict or limit the ability of County management to assign work to any employee.
- 8.04 Nothing in a job description is intended or shall be so construed as to grant or concede to any employee the right to refuse to follow a lawful instruction or order.
- 8.05 Employees working more than four (4) consecutive hours in a higher paying job classification shall be paid the higher rate of pay in the job classification they are working, but only for the time worked in that higher rate of pay classification.
- 8.06 Employees who ask to work or transfer to a job in a lower rated classification shall be paid according to the rate of pay in that job classification.
- 8.07 Employees, as part of their normal seasonal job classification, who work more than thirty (30) days in a lower or higher paying job classification, shall be paid the rate of pay according to the job classification of work the employee is performing.
- 8.08 Employees shall be paid time-and-one-half their normal hourly rate for all time worked that is more than two (2) hours prior to their normal starting time.

**ARTICLE 9
BULLETIN BOARDS**

- 9.01 The Public Employer shall provide one (1) bulletin board in a mutually satisfactory place for official union notices, which shall apply, to only County employees and for the purposes of posting of jobs.
- 9.02 Employees desiring to place personal notice on the bulletin boards shall be required to seek and obtain approval from the County Engineer's office.

**ARTICLE 10
EMPLOYMENT OPENINGS**

- 10.01 Once the Public Employer determines that a position covered by this Agreement is available, that position will be posted for five (5) consecutive days on the official bulletin board before the Employer advertises outside the bargaining unit.
- 10.02 Employees wishing to bid on any posted, available position must sign their name on the bottom of the Posted Job Opening sheet within the five (5) consecutive day posting limit.
- 10.03 The Public Employer shall consider current employees, however, the Employer shall select the applicant who the Public Employer finds is most qualified.

**ARTICLE 11
USE OF EQUIPMENT**

- 11.01 The Management, Foreman and Supervisors of the Public Employer, shall retain the right to operate, repair, assemble and disassemble any or all County machines of County equipment at any time.
- 11.02 All employees who operate county vehicles or equipment in the performance of the job, must be insurable by the county's insurance carrier and remain insurable.
- 11.03 Employees shall not use or operate county equipment in an unsafe manner or in any way that the equipment was not intended to be used.

**ARTICLE 12
DISCIPLINE AND TERMINATION**

- 12.01 The Public Employer shall not discharge, suspend or give disciplinary layoff to any employee without cause. Furthermore, it is recognized that for the benefit of employees and to protect the rights of the Public Employer, certain regulations must be observed by all employees. The Rule and Regulations, which may be changed from time to time, shall become effective fourteen (14) days after they are posted on the official bulletin board. Copies will be provided to employees upon request to the County Engineer. The Union may grieve the unreasonableness of any new rules or changes in any existing rules.

- 12.02 The Public Employer shall maintain the right to apply corrective discipline, which will include the use of written warnings, suspensions and termination. Any violation of the Public Employer's rules of Conduct may be sufficient cause for disciplinary action.
- 12.03 The Public Employer shall give one (1) written warning notice of reprimand per offense to the employee with a copy of the complaint to the Union and a copy to be put into the employee's file. For a second offense, a suspension of from one (1) to not more than five (5) days without pay may be levied. For any repeat violation, outright discharge may be levied. All warning notices shall remain a part of the employee's record for a period not longer than twelve (12) months.
- 12.04 In addition to disciplinary action, changes in classifications and reductions in salary shall be considered as disciplinary actions and may be utilized to bring about efficiency in the performance of work of any employee which has not been considered within a reasonable and acceptable standard, and to bring about better observance of working rules and regulations, where the conduct of the employee is such that immediate disciplinary action is needed.
- 12.05 No warning notice need to be given to an employee before discharge providing the cause of discharge is for dishonesty, intoxication, drinking of alcoholic beverages on the job, destruction of County equipment or property while under the influence of an unlawful drug, or unauthorized use of Employer's property or equipment.
- 12.06 Discharge shall be by written notice to the employee, with a copy to the Union. A discharged employee may request within five (5) working days of the discharge, a review of his discharge; should such investigation by the Employer prove that an injustice has been put on an employee, the employee will be reinstated. Appeal from other disciplinary action must be made through the grievance procedure.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01 Any grievances and disputes pertaining to the violation of this Agreement should be handled in the following manner and sequence: All grievance statements must be written and signed. Grievances not filed within the prescribed time limits will be considered settled. Failure by the Employer to observe time limits for any step of the grievance procedure shall advance the grievance to the next step.
- 13.02 Step 1 – Within five (5) working days of the alleged incident, an employee may initiate a written grievance with his immediate supervisor during regular working hours. The Union Steward may be present if the employee desires. Within five (5) working days, the immediate supervisor will notify the employee of his decision, in writing.

- 13.03 Step 2 – If the grievance is not resolved in Step 1, the employee or the Union shall present the grievance to County Engineer within ten (10) working days of the answer or non-answer. The County Engineer shall answer the grievance in writing, a copy to the employee and a copy to the union, within ten (10) working days following receipt of grievance.
- 13.04 Step 3 – If the grievance is not resolved in Step 2, the employee or the Union may, within fifteen (15) working days following the answer or non-answer by the County Engineer, submit the grievance to the County Board of Supervisors. The County Board of Supervisors shall, within fifteen (15) working days, reply in writing to the employee and to the Union of its decision. The parties may mutually agree to meet to discuss the grievance.
- 13.05 If within fifteen (15) working days, the Union is still not satisfied with the County Board of Supervisors decision; the Union shall notify the Board of Supervisors in writing of their intent to arbitrate the grievance. The Union or the Public Employer may request a list of five (5) arbitrators for either the State of Iowa (P.E.R.B.) or Federal Mediation and Conciliation Services. Within five (5) days after receipt of the list of arbitrators, the parties shall, by telephone or by person, determine through alternate striking of names who shall be the arbitrator. The party requesting arbitration shall strike the first name from the list. The arbitrator shall not have the power to change or modify, in part or in whole, the terms or intent of the Agreement. The decision of the arbitrator shall be binding and final, with the expenses of the arbitration to be shared equally by both parties.
- 13.06 In the event a dispute is submitted for arbitration, the arbitrator shall only have the power to rule on the exact written grievance that was submitted in Step 1 of the grievance procedure.

ARTICLE 14 PAY PERIOD

- 14.01 The Public Employer agrees to issue paychecks to employee's bi-weekly.

ARTICLE 15 LEAVE OF ABSENCE

- 15.01 Employees who have completed the probationary period may be granted a leave of absence without pay for any of the following reasons:
- A. Death or severe illness in the immediate family.
 - B. Long term personal injury or illness, requiring medical attention.
 - C. Compulsory service in the Armed Forces of the United States.
 - D. Some other reason deemed justifiable by the Public Employer provided that in each case, written permission is obtained from the Employer before the taking of such leave.

15.02 The maximum leave of absence, except in cases of long term illness or injury or required military service, shall be for thirty (30) days. Leave of absences may be extended for like periods providing the employee requests additional time in writing, and receives written permission from the Public Employer and from the Union.

15.03 The maximum leave of absence for a long term illness or injury shall not exceed six (6) months. The Board of Supervisors can approve an additional leave period not to exceed six (6) additional months. Any employee who does not return or overstates a leave of absence or during that period of absence is employed by another, will be considered to have terminated this employment with the Public Employer, and if rehired, shall be considered a new employee and must meet and follow the requirements of a new employee.

ARTICLE 16 RETIREMENT

16.01 An employee may, after reaching age 65, continue to work for the County providing the employee is physically and mentally capable to perform the job. If it is determined by the County that an employee is not capable of performing the required work, the employee shall immediately be retired. The decision shall be subject only for the grievance procedure.

ARTICLE 17 JURY DUTY

17.01 In the event an employee is subpoenaed or summoned for jury duty, he shall receive full pay equal to his normal work schedule, less any compensation paid for his services as a juror, for the hours required to perform such duty. Employees who perform jury duty for one-half of a regular scheduled workday or less are expected to report to work when excused or released by the Court.

17.02 If an employee is called for jury duty, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

17.03 Employees must present, in writing, proof of service as a juror and the amount of compensation received for performing jury duty.

ARTICLE 18 SICK LEAVE

18.01 All employees covered by this Agreement are granted sick leave and shall accrue sick leave at the rate of twelve (12) hours per month for each full month of employment, providing the employee actually worked at least three-quarters (3/4) of the total number of working days in the month. Time spent on leave of absence without pay, discipline leave, layoff, suspension or sick leave shall not count towards accumulating sick leave.

- 18.02 Paid sick leave may accumulate to a maximum of 90 days, (720 hours) and once earned may be carried over from year to year never to exceed 90 days (720 hours) at any one time.
- 18.03 To be eligible for receipt of sick leave pay, an employee is required to notify his immediate supervisor of his absence and to indicate the nature of the illness. If requested, an employee will be required to prove a doctor's written verification as to the nature and extent of the illness. Sick leave with pay may also be used for:
- A. Medical doctor or dental care appointments for employee, which cannot be deferred until after normal working hours.
 - B. A maximum of sixteen (16) hours per year shall be allowed for doctor or dentist appointments for immediate family members.
 - C. Off-the-job injury or accident.
- 18.04 Sick leave may not be granted for more than three (3) continuous days without satisfactory proof of illness.
- 18.05 Approved sick leave may be granted and used on a per hour basis.
- 18.06 Sick leave pay will be computed at the employee's straight time rate of pay effective at the time of absence.
- 18.07 When an employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to vacation as originally requested. If the illness extends beyond the period originally granted, sick leave may be used, subject to approval by the County, to cover the additional absence.
- 18.08 In the event an employee exhausts their sick leave and are unable to return to work, employees have the option of giving up two (2) days sick leave maximum per fiscal year to the effected employee.

ARTICLE 19

FUNERAL LEAVE

- 19.01 In the event of a death in the employee's immediate family, the employee may take up to three (3) days funeral leave, with pay, to attend to or make funeral arrangements. Time shall not be granted in excess of three (3) days except in unusual circumstances. If granted, the longer period of time must be in writing and approved by the County.
- 19.02 Immediate family, for the purposes of this Agreement, shall mean the employee's spouse, children, parents, stepparent, stepchildren, mother-in-law, father-in-law, brothers, sisters, grandparents, and grandchildren.

- 19.03 Employees required to act as pallbearers at a funeral shall be entitled to one paid working day off.
- 19.04 Employees shall be granted a normal work day off, with pay, on the day of the funeral of an aunt or uncle of the employee, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

ARTICLE 20 HOURS OF EMPLOYMENT

- 20.01 The standard work week for all employees covered by this Agreement shall start at 12:01 a.m. on Sunday and end at 12:00 p.m. on Saturday evening. The standard workweek for all employees shall consist of five (5) working days normally starting on Monday and ending of Friday of each week. Each working day for pay purposes for all employees will consist of eight (8) hours with one (1) 15 minute rest period in the morning and one (1) 15 minute rest period in the afternoon, and thirty (30) minute unpaid lunch break. Each week will consist of forty (40) hours. This Article will not be interpreted as a guarantee of forty (40) hours of work per week.
- 20.02 If work schedules require modification or change, the Union will receive one (1) week prior notice of said change, employees affected by change in work schedule will receive one (1) week written advance notice of said change. In the event of overtime work, employees shall receive notice of such overtime before the end of the prior workday, if possible.
- 20.03 Employees travel time to and from the job site or location shall be considered as part of the eight (8) hour workday, providing the employee reports to a County owned maintenance shed or meeting location to pick up the equipment needed on the job site or location. Employees working less than a full work day out on a job site shall be required to provide their own transportation.
- 20.04 Employees are not to use the Employer's equipment for personal use, such a travel to or from restaurants, home, or other locations for coffee or lunch or to pick up any personal items.
- 20.05 The Employer, with thirty (30) days prior notice to the employee, may elect for the summer months to schedule any or all of the employees on a four (4) ten (10) hour days equaling a forty (40) hour week. The employee benefits shall correspond to the change in hours of work.

ARTICLE 21 CALL IN PAY

- 21.01 In the event that the Public Employer notified an employee of the necessity of reporting back to work at a time other than normally scheduled work period, the employee shall receive three (3) hours of work or three (3) hours of pay at his current hourly rate.

- 21.02 If an employee works more than three (3) hours in a call back status, he shall be paid for the actual hours worked at his current hourly rate.

ARTICLE 22 VACATION

- 22.01 Employees, except seasonal and part-time, shall be granted an annual paid vacation for the periods specified on this page. Length of service as of an employee's anniversary date in any year will determine the length of vacation to which an employee is entitled.

<u>A. Length of Service</u>	<u>Paid Vacation</u>
1-2 years	1 week
3 through 7 years	2 weeks
8 through 14 years	3 weeks
15 through 24 years	4 weeks
25 years and over	5 weeks

- B. Employees hired after July 1, 1985 shall be ineligible for a fifth week of vacation.

- 22.02 Time of layoff, suspension, or leave without pay shall not be counted in determining continuous service. Probationary Employees must complete one (1) full year of service with the Public Employer before taking any paid vacation. Employees may use and take vacation as the vacation is earned on a monthly basis.
- 22.03 The Public Employer shall determine the number of employees that may be on vacation at any one time. All employees must provide their immediate supervisor within ten (10) working days written notice of their intent to take a scheduled vacation of a week or more. Employees shall indicate the dates beginning and ending that they desire for their vacation period. Vacation shall be bid annually according to seniority, but no employee may take more than two (2) weeks at one time without prior written approval from the County Engineer or his authorized representative. Vacation may not be taken in periods of less than one-half (1/2) day.
- 22.04 Employees requesting more than two (2) but less than five (5) days of paid vacation must provide their immediate supervisor with two (2) days notice prior to using the vacation.
- 22.05 Except in the case of a verifiable emergency, employees must provide their immediate supervisor with one (1) days notice prior to taking at least one-half (1/2) day but less than two (2) days of vacation.

- 22.06** No more than two (2) weeks of vacation may be taken by any employee during the period of May through August without the written approval of the County Engineer.
- 22.07** Upon the death of an employee, any accrued vacation will be paid to the employee's estate.

ARTICLE 23 INSURANCE

- 23.01** The Public Employer agrees to provide active working employees with hospitalization insurance.
- 23.02** The Public Employer agrees to pay 100% of the single premium cost of the group health insurance and dental plan for regular full-time employees who elect single coverage. If an employee elects to cover his/her eligible dependants, the Employer will pay 60% of the total monthly family premium and the employee will pay for 40% of the premium. For example if the total family premium is \$1200, the employee is responsible for \$480.00.

If an employee elects the 500/1000 deductible plan, the Employer will pay 65% of the total monthly family premium and the employee will pay 35%. For example, if the full family premium for the 500/1000 plan is \$1000.00, the employee share of the premium is \$350.00.

The employee is responsible for the additional cost of the family dental premium above the cost of the provided single dental plan.

Effective July 1, 2007 The County will pay the full cost of single health and dental coverage for all full-time employees. If an employee elects to cover his/her eligible dependents under the health insurance plan, the Employer will pay 60% of the difference between the single coverage rate and family coverage rate and the employee will pay 40% of the difference. (Employees to be offered same Plan(s) as other bargaining unit employees)

The employee is responsible for the additional cost of the family dental premium above the cost of the provided single dental plan.

- 23.03** The Public Employer agrees to provide and pay for, at no cost to the employees covered by this Agreement, Worker's Compensation Insurance according to the Code of Iowa. The Public Employer agrees to allow an employee to make up the difference in pay between Worker's Compensation and the employee's regular pay by using accumulated sick leave until the employee is released by the doctor to return to work.
- 23.04** Employee's laid-off or terminated without cause and divorced or legally separated or widowed spouses and their dependent children may continue the health insurance coverage at their own cost up to the time prescribed by law.

ARTICLE 24 HOLIDAYS

24.01 The following days shall be observed as paid holidays for all regular full-time employees:

New Year's Day	Veteran's Day
Memorial Day	Washington's Birthday
Independence Day	Thanksgiving
Labor Day	Friday after Thanksgiving
Christmas Eve Day	Two (2) Personal Days
Christmas Day	

24.02 All regular full-time employees are eligible for holiday pay of eight (8) hours straight time, providing the employee has worked the last scheduled work day before the holiday and the first scheduled work day after the holiday unless such employee shall have been excused by his immediate supervisor.

24.03 Should one of the paid holidays fall on a Saturday, it shall be observed on the adjacent Friday, and if it should fall on a Sunday, it will be observed on the adjacent Monday.

24.04 If a holiday is observed during the employee's vacation, the employee's vacation time may be extended for a period of one day, or a vacation day may be taken at a later date, provided approval, in writing from the employee's immediate supervisor has been received prior to the employee's vacation.

24.05 During the snow months, it will be the duty of each employee, unless he is on sick leave or vacation, to keep his immediate supervisor or foreman informed of his location on the holidays.

24.06 Employees calling in sick on the last scheduled work day before a holiday or the first scheduled work day after the holiday may be required to provide a medical doctor's written verification of illness to be eligible to receive holiday pay.

24.07 Employees requesting a personal leave day shall do so at least one day prior to the day being requested, except cases of emergency when an employee may notify his supervisor as soon as is reasonably possible that he will be unable to come to work because of an emergency. In such cases the employee shall fully describe the emergency and the reasons why his presence is required. The Public Employer shall establish a procedure for notification of requests for personal leave, which is fully available to employees regardless of their work location.

ARTICLE 25 DUES CHECK OFF

25.01 The Public Employer agrees to check-off from the employees first pay check of each month the Union dues and turn over the due moneys to an authorized

representative of the Union within ten (10) days after the check-off has been made, providing that written request is on file with the Employer by each union member authorizing such deduction and payment. The Union shall provide the Public Employer with a list of the union members and the amounts to be checked off each month. The Union agrees to notify the Public Employer, by letter, of any changes.

- 25.02** The Union agrees to indemnify and save the Public Employer harmless against any and all claims, suits or other forms of liability arising out of deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition and accounting of the moneys according to Iowa Public Employment Relations Act, once they have been turned over to the properly designated official of the Union.

ARTICLE 26 LEGAL DEFENSE

- 26.01** Employees involved in litigation because of their negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the Public Employer except specifically stated in Chapter 618 A of Iowa Code.

ARTICLE 27 TRAINING

- 27.01** Employees shall be reimbursed for travel, meals and lodging expenses according to the County policy.
- 27.02** Employees shall be paid their normal straight time rate of pay for all actual time spent in class room training plus actual travel time at the employee's appropriate rate of pay.

ARTICLE 28 WAGE ADMINISTRATION

- 28.01** All new probationary employees will be hired at ninety (90%) percent of the maximum rate of pay for the job classification they were hired for in Appendix "A".
- 28.02** Upon completion of the probationary period of six (6) months, employees will be increased to ninety-five (95%) percent of the top rate of pay for their job classification. Starting with the second year of contract employment with the Employer, employees will receive the top rate for their job classification.
- 28.03** All wage changes shall be effective beginning with the first (1st) pay period following the granting of a wage change, with the exception of 8.05.

- 28.04 Seasonal employees, temporary and part-time are not covered by any provision in this Agreement.
- 28.05 Wage increases shall be granted to all employees in accordance to the wage schedule found in Appendix "A". To wit, all classifications shall receive increases as follows:
- On 7/1/2006, a 3.0% increase.
On 7/1/2007, a 2.0% increase.
On 1/1/2008, a 2. 0% increase.
- 28.06 All regular full-time employees covered by this Agreement shall be paid, in addition to their base or normal hourly rate of pay, longevity pay as follows: .05 cents per hour after every five (5) years. Example: .05 cents after five (5) years, .10 cents after ten (10) years, no maximum.
- 28.07 Classification descriptions included in Appendix "B" in this Agreement are for the purposes of identifying general job duties and are not intended to be all-inclusive of duties relating to that job.
- 28.08 When an employee is required to work hours in excess of the basic eight (8) hour day or forty (40) hour week, he will be given additional compensation based on the extra hours worked multiplied by one and one-half (1 1/2) times the regular hourly rate for any hours over the normal eight (8) hour work day.
- 28.09 If employees are scheduled to work a four (4) day, forty (40) hour week as stated in Article 20, Section 5 of this Agreement, overtime shall be paid after ten (10) hours per day and forty (40) hours per week.
- 28.10 Employees working on a scheduled holiday will be paid normal holiday plus time and one-half (1 1/2) for the hours worked on the holiday.
- 28.11 Employees may elect to take compensatory time off in lieu of overtime pay according to the following formula. For every one (1) hour actually worked over eight (8) hours in any day or for every one (1) hour actually worked over forty (40) hours in the normal work week, the employee shall have 1 1/2 hours of compensatory time deposited in their account.
- 28.12 The maximum accumulation of compensatory time shall not exceed sixty (60) hours.
- 28.13 Use of compensation time may be taken with the approval of the County Engineer or at the direction of the County Engineer.
- 28.14 Any unused compensatory time shall be paid to the employee by the end of the fiscal year.

- 28.15 Employees may apply to use compensatory leave with a minimum of one (1) days prior notice.

ARTICLE 29 COMPLETE AGREEMENT

- 29.01 Both parties acknowledge that, during the negotiations which resulted in the Agreement, each party had the right and opportunity to make or change proposals and articles with respect to subject or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by both parties after the exercises of such rights and opportunity are set forth in this Agreement.
- 29.02 Fayette County and the American Federation of State, County and Municipal Employees Union agree that for the duration of this agreement that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any matter or subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE 30 FAMILY AND MEDICAL LEAVE

- 30.01 Employees who have worked at least twelve (12) months for the County, and who have worked at least 1250 hours during the last twelve months, are entitled to take a total of twelve (12) work weeks of unpaid leave during a twelve month period.
- 30.02 Employees may use the unpaid leave for:
- A. Birth of a child, or placement of a child for adoption or foster care;
 - B. Serious health problem of the employee that makes him/her unable to perform the functions of their position;
 - C. Serious health condition of a spouse, son, daughter or parent.
- 30.03 The County requires employees who have any accumulated vacation, and if applicable, compensatory time, personal days or accumulated holidays, to use up any of the above referenced compensated time while on leave.
- 30.04 The start of the leave shall commence on the first day the employee goes on leave and shall be measured forward, not to exceed twelve weeks in the then next twelve month period.
- 30.05 The use of Medical Leave may be no shorter than one (1) workday, i.e., eight (8) hours.

- 30.06 Except for emergency situations, employees must provide the County with 30-day advance written notice of intent to use leave, including purpose and the duration of said leave.
- 30.07 The County agrees to continue to pay any portion of a Health Insurance program that is in effect for all employees at the time of the leave. If the employee fails to return to work from the leave, the employee shall reimburse the County on behalf of the employee on leave.
- 30.08 The County, where applicable, shall require a certification from the employee's physician stating that the employee is completely fit and able to resume work before the employee will be allowed to return to work.

ARTICLE 31 DURATION OF AGREEMENT

- 31.01 This Agreement shall be effective July 1, 2006 and shall remain in full force and effect until its expiration date June 30, 2008.
- 31.02 The Union shall notify the Employer by September 15, 2007 of its intent to negotiate for the 2008/2009 fiscal year.
- 31.03 Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than one hundred-twenty (120) days before the expiration date of this Agreement. This Agreement will remain in effect from year to year after the expiration day, if written notice is not otherwise received.
- 31.04 In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid and they shall remain in full force and effect.
- 31.05 In witness whereof, this Agreement has been agreed to and executed by both parties on this _____ day of _____, 2006.

Vicki J. Rowland
Chairman
Board of Supervisors

Mark R. Stoltz
President
AFSCME Local 3059

Michael Kennedy
Board Member

Tim Whittle

John Brunner
Board Member

Frank Stockman

Renee Von Bokern
Renee Von Bokern
Employer Representative

Justin E. Case
Union Representative
AFSCME Council 61

APPENDIX "A"

CLASSIFICATIONS

	7/1/06	7/1/07	1/1/08
Laborer	\$15.37	\$15.68	\$15.99
Truck Driver I			
Maintenance Employee			
Truck Driver II			
District Maintenance Employee I			
Sign Employee I			
District Maintenance Employee II	\$15.46	\$15.77	\$16.09
Operator I			
Sign Employee II			
Mechanic I			
Mechanic II	\$15.53	\$15.84	\$16.16
Operator II			
Welder-Mechanic II			
Parts Clerk			
Operator III	\$15.60	\$15.91	\$16.23
Asst. Quarry Foreman	\$15.82	\$16.14	\$16.46